Rating This Contract is a rated order Page of Pages AWARD / CONTRACT under DPAS 9 (15 CFR 700) 4. Requisition / Purchase Request / Project No. 2. Contract (Proc., Inst., Ident.) No. 3. Effective Date CPSC-C-02-1001 02-1001/001 0244201 Oct 1, 2001 5. Issued By 6. Administered By (if other than item) Code CPSC US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES PETER J NERRET 4330 EAST WEST HWY ROOM 517 (301) 504-0444 EXT. 1150 BETHESDA, MD 20814-4408 PETER J NERRET B03 (301) 504-0444 pnerret@cpsc.gov 7. Name and address of Contractor (No., Street, City, state and Zip Code) 8. Delivery FOB Origin Logistics Applications, Inc. Vendor ID: 00017551 Other (See below) 2760 Eisenhower Avenue DUNS: 177039286 9. Discount for prompt payment Suite 302 CEC: Net 30 Alexandria VA 22314 Cage Code: 10. SUBMIT INVOICES Item TIN: 541385702 (4 copies unless otherwise specified) Address shown in: Code Facility Code 11. Ship To / Mark For CodeISCS141 12. Payment will be made by Code PAYMENT CONSUMER PRODUCT SAFETY COMMISSION CONSUMER PRODUCT SAFETY COMM OFFICE OF INFO SERVICES/COMM. SERVICES ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207 4330 EAST WEST HIGHWAY, ROOM 417 BETHESDA, MD 20814-4408 13. Authority for using other than full and open competition 14. Accounting and Appropriation Data 10 U.S.C 2304C)(02 EXOB-PS 2400.00 0244201 25.2109 X 41 U.S.C. 253 (C)(5) 15 U.S.C. 637(a) 15A 15B 15C 15D 15E 15F SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** ITEM NO. QUANTITY \$445,000.00* The Contractor shall operate the CPSC Consumer Hotline in accordance with Section C.3. *Funding is not available at this time. Funding will be provided under the contract when funding becomes available. See Section I.10. 15G. TOTAL AMOUNT OF CONTRACT 0.00 16. Table of Contents (x) Sec. (x) Sec. Description Pages Pages Description Part II - Contract Clauses Part I - The Schedule Contracts Clauses Solicitation/Contract 43 Part III -List of Documents, Exhibits and other attach. Supplies or Services and Prices/Cost 5 Description/Specs/Work Statement J List of Attachments 58 Packaging and Marking Part IV - Representations and Instructions N/A Inspection and Acceptance 24 Representations, Certifications and other statements of Offerors 24 Deliveries or Performance Instrs., Conds, and Notices to Offerors G Contract Administration Data 26 M Evaluation factors for Award H | Special Contract Requirements Contracting Officer will complete item 17 or 18 as applicable AWARD (Contractor is not required to sign this document.) 17. X CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required Your offer on Solicitation number to sign this document and return copies to issuing office.) including the additions or changes made by you which additions Contractor agrees to furnish and deliver all items or perform all the or changes are set forth above, is hereby accepted as to the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of items listed above and on any continuation sheets. This award consummates the contract which consists of the following the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is and (c) such provisions, representations, certifications, and specifications, necessary. as are attached or incorporated by reference herein. (Attached are listed herein.) 19A. Name and Title of Signer (Type or Print) 20A. Name of Conracting Officer BEVERLY Y WELLS (301) 504-0444/1156 homes L. Walker Development CONTRACTING OFFICER Vitector of 20C. Date Signed 19B. Name of Contractor 20B. United States of America 19C. Date Signed ogistics Applications Ach 17,01 of Contracting Officer) (Signature (Signature of person authorized to sign)

NSN 7540-01-152-8069 PREVIOUS EDITION UNUSABLE STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA - FAR (48 CFR) 53.214 (a)

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	This contract is awarded pursuant to Section 8(a) of the Small Business Act [15 U.S.C. 253(c)(5) and in accordance with the Memorandum of Understanding between the U.S. Consumer Product Safety Commission and the U.S. Small Business Administration on streamlined 8(a) procedures. The SBA WDO requirement no.is 0353-01-101481.				
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SECTION B - Supplies/Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This procurement is to operate the CPSC Consumer Hotline, Information Center, CPSC fax-on-demand system, and the CPSC general Internet, which require receipt and response to messages.

B.2. CONTRACT TYPE

This is a firm fixed labor hour, indefinite quantity performance based contract covering the period of 10/01/01 through 9/30/02 (basic period)), with options for four additional years. The minimum and maximum amounts are set forth in the INDEFINITE QUANTITY clause (See Section I.11.). This contract is subject to the Service Contract Act of 1965, as amended (see Section H.7.).

B.3. SERVICES AND PRICES

a. The Contractor shall be paid in accordance with the following loaded hourly rates (regular and overtime) which include all indirect costs and profit.

(1) Basic Contract Period (10/1/01 through 9/30/02)

					Loaded Hr	ly Rates
(a)	Labo	r Catego	ories		Regular	Overtime
l.	Super	visor			\$32.92	\$46.08
2.	Info.	Coord.	Bilingual	ΙΙ	\$27.81	\$38.94
3.	Info.	Coord.	Bilingual	I	\$25.91	\$36.28
4.	Info.	Coord.	III		\$25.91	\$36.28
5.	Info.	Coord.	II		\$23.67	\$33.14
6.	Info.	Coord.	I		\$20.55	\$28.77

- (b) Maximum Incentive Fee \$2,500.00 per quarter x 4 =
 \$10,000.00 (See Section
 C.5. and Attachment J.5.)
- (2) Option Period I
 (10/1/02 through 9/30/03)

					Loaded Hr	ly Rates
(a)	Labo	r Catego	ories		Regular	Overtime
1.	Super	visor			\$33.90	\$47.47
2.	Info.	Coord.	Bilingual	ΙΙ	\$28.65	\$40.11
3.	Info.	Coord.	Bilingual	I	\$26.69	\$37.37
4.	Info.	Coord.	III		\$26.69	\$37.37
5.	Info.	Coord.	II		\$24.38	\$34.13
6.	Info.	Coord.	I		\$21.17	\$29.64

- (b) Maximum Incentive Fee \$2,500.00 per quarter x 4 =
 \$10,000.00 (See Section
 C.5. and Attachment J.5.)
- (3) Option Period II (10/1/03 through 9/30/04)

					Loaded Hr	ly Rates
(a)	Labo	r Catego	ories		Regular	Overtime
1.	Super	visor			\$34.92	\$48.89
2.	Info.	Coord.	Bilingual	ΙΙ	\$29.51	\$41.31
3.	Info.	Coord.	Bilingual	I	\$27.49	\$38.49
4.	Info.	Coord.	III		\$27.49	\$38.49
5.	Info.	Coord.	II		\$25.11	\$35.15
6.	Info.	Coord.	I		\$21.80	\$30.52

- (b) Maximum Incentive Fee \$2,500.00 per quarter x 4 =
 \$10,000.00 (See Section
 C.5. and Attachment J.5.)
- (4) Option Period III
 (10/1/04 through 9/30/05)

(a)	Labo	r Catego	ories		Loaded Hr:	-
	Super				\$35.97	\$50.36
	-		D/3/		•	•
			Bilingual		\$30.39	\$42.55
3.	Info.	Coord.	Bilingual	I	\$28.31	\$39.64
4.	Info.	Coord.	III		\$28.31	\$39.64
5.	Info.	Coord.	II		\$25.86	\$36.21
6.	Info.	Coord.	I		\$22.46	\$31.44

- (b) Maximum Incentive Fee \$2,500.00 per quarter x 4 =
 \$10,000.00 (See Section
 C.5. and Attachment J.5.)
- (5) Option Period IV (10/1/05 through 9/30/06)

					Loaded Hr	ly Rates
(a)	Labo:	r Categ	ories		Regular	Overtime
						40
1.	Super	visor			\$37.05	\$51.87
2.	Info.	Coord.	Bilingual	ΙΙ	\$31.30	\$43.83
3.	Info.	Coord.	Bilingual	I	\$29.16	\$40.83
4.	Info.	Coord.	III		\$29.16	\$40.83
5.	Info.	Coord.	II		\$26.64	\$37.29
6.	Info.	Coord.	I		\$23.13	\$32.38

(b) Maximum Incentive Fee \$2,500.00 per quarter x 4 =
\$10,000.00 (See Section
C.5. and Attachment J.5.)

SECTION C - Description/Specification/Work Statement

C.1. BACKGROUND INFORMATION

a. The mission of the U.S. Consumer Project Safety
Commission (CPSC) is the reduction of the unreasonable
risk of injury associated with consumer products. The
Commission established a toll-free Hotline to support
its mission by providing recall and other product
safety information to consumers and to receive reports
about hazardous products within its jurisdiction. The

Commission sponsors several annual consumer safety campaigns, and the Hotline supports these recurring information programs which include such topics as:

poison prevention pool safety fireworks safety child safety toy and holiday safety

- CPSC estimates that during FY-2002 the Hotline automated answering system will receive approximately 200,000 to 300,000 consumer calls requesting information about recalls and product safety, and reporting unsafe products. Of the calls received by the automated system, an estimated 45,000 calls will be transferred to and handled directly by the Hotline staff. The Hotline has 96 incoming telephone lines to an automated answering system and 12 telephone lines transferable to the staff. The primary tasks performed by the Hotline staff are to receive and write up incident reports (product safety complaints) and respond to inquiries about recalls and product safety. Taking incident reports requires an ability to elicit facts and information useful to CPSC. The automated call answering system enables callers with touch-tone telephones to listen to recorded messages and respond by pushing numbered buttons to receive product safety and recall information, receive referrals to other agencies for assistance, where appropriate, and request information about CPSC publications,
- c. Callers have the option to speak with Hotline staff during normal working hours.

C.2. OBJECTIVES

The objective of this contract is to provide for the independent and efficient operation of the U.S. Consumer - Product Safety Commission's Consumer Hotline, process email received by the agency, operate the CPSC Information Center, and perform related information services.

C.3. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary contract staff to perform the work set forth below. The government will provide workspace, workstations, equipment and office supplies.

a. The Contractor shall operate the CPSC Hotline, administer CPSC's fax-on-demand service, route or respond to email, convert public CPSC documents to prescribed formats for use and/or posting on CPSC Internet sites, and operate the CPSC Information Center, as necessary. This will also require gathering and compiling data, entering data into specified CPSC computer systems, and maintaining the CPSC Hotline Reference System for use in responding to inquiries. CPSC will provide, after award, an initial training session necessary to perform these tasks.

b. STAFFING AND OPERATIONS RESPONSIBILITIES

- (1) The Contractor shall assign personnel fully competent to perform the work required in the contract.
- (2) The Contractor shall provide on-site supervision and subordinate staff (information coordinators). The on-site Supervisor, in addition to performing supervisory functions, shall perform tasks normally performed by information coordinators, as necessary, in order to meet the requirements of this contract. The Contractor shall designate an alternate Supervisor during any period when the permanent Supervisor is absent.
- (3) The Contractor's application process for hiring staff for this contract shall be rigorous. Applications and resumes of prospective contract staff shall be submitted to the CPSC for concurrence. All applicants shall be thoroughly screened by the Contractor. Screening may include written tests, an interview panel, telephone interviews and role playing scenarios. The Contractor is responsible for conducting

interviews, screening applicants, instructing, coaching and mentoring contract staff.

- (4) On-site contract staff shall possess a minimum of two years of work experience directly relating to customer service, business management, social work, education or psychology. At a minimum, information coordinators shall possess a high school diploma, six months working with a personal computer using basic word processing and spreadsheet applications, basic knowledge of telephones used in a business setting, and be able to type a minimum of forty (40) words per minute. The Supervisor, in addition, shall possess at least six months supervisory experience.
- (5) The Contractor shall provide an administrative/clerical employee to assist contract staff members within four hours when requested by the CPSC Project Officer. This individual shall perform miscellaneous typing, filing, duplicating, collating, answering office telephones and related receptionist tasks. The administrative/clerical employee shall have the same qualifications as the information coordinators.
- (6) All on-site contract staff shall be capable of speaking clearly, in grammatically correct English, and be easily understood by callers from all parts of the United States.
- (7) All on-site contract staff shall possess excellent writing, spelling and grammar skills.
- (8) All on-site contract staff shall have a pleasant voice-personality and the ability to ask questions in order to draw pertinent safety-related facts from telephone callers. All written responses to callers and Agency staff shall be clear, accurate, concise and responsive. Each caller shall be treated with dignity and respect, and every effort shall be made to satisfy the needs of the caller.

- (9) At least one contract employee fluent in both English and Spanish is required to be on duty whenever the Hotline is in operation. Fluent means being highly capable of speaking, writing, translating and being understood by CPSC staff, callers and outside visitors in both languages.
- (10) The Contractor's management shall have clear and ongoing communications with their staff so that both the Contractor and on-site contract staff fully understand the on-site staff responsibilities and tasks.
- (11) If after contract award, at any time during performance, the Contractor determines changes are needed to the staffing plan, it shall be the Contractor's responsibility to determine the staffing level required to satisfy contract requirements and avoid backlogs. The Contractor shall provide the CPSC Project Officer with proposed changes to satisfy contractual requirements and deadlines.
- (12) On-site contract staff will need information and knowledge about CPSC and specified forms, reports and documents in order to perform required tasks satisfactorily. Upon the effective date of the contract, all on-site staff persons shall possess a working knowledge of CPSC public affairs-related materials such as news releases, safety alerts, studies and reports, other safety information documents, and available reference information and systems that may be used to respond to calls and In addition, as needed to respond to email. callers, contract staff shall have knowledge about: locating information about the laws administered by CPSC, mandatory safety standards, and voluntary safety standards relating to products under CPSC's jurisdiction. Each on-site contractor staff member shall have a working knowledge of the CPSC organization, mission, goals, objectives, and knowledge of CPSC public announcements such as ongoing projects, recalls,

- priorities, and Commission activities, published in available CPSC public information materials.
- (13) Each on-site contract staff member shall be familiar with reference materials used to refer callers to other federal and local government agencies as well as outside organizations when the CPSC cannot assist them.
- (14) The Contractor shall provide orientation training to its on-site staff on the mission, vision and guiding principles of the Commission before staff begins work, using CPSC public information materials describing and explaining CPSC's mission. The Hotline Supervisor (or designee) shall personally conduct or participate in all sessions. The Contractor shall show each contract employee working on this contract, its leadership commitment to providing quality customer service.
- (15) All training by the Contractor shall stress customer satisfaction, such as courteous and respectful behavior, and should empower the staff to satisfy and even delight the customer, as described in reports and materials issued by the National Performance Review. The Contractor shall train its on-site staff to recognize and adapt to different caller personality types. The Contractor shall provide extensive training to its staff on performance expectations.
- (16) CPSC will provide to the Contractor, information needed to address C.3.b.(12),(13) after award of the contract.

c. CONTRACTOR PERSONNEL

(1) Any persons employed by the Contractor and assigned to perform work specified in this contract shall at all times be under the control and full responsibility of the Contractor. The Contractor shall be responsible for standards of professional employee competency, conduct, and integrity.

- (2) The Contractor's employees shall be presentable in appearance, i.e. clean, untorn clothing, no tee shirts or shorts, and shall exercise good personal hygiene.
- (3) During any time on CPSC premises, the Contractor's employees shall comply with all rules and regulations governing the conduct of personnel on Government Property. The CPSC Project Officer may reject at any time, the Contractor's employees who are not presentable in appearance, or engage in conduct that is deemed unsuitable.
- (4) The Contractor shall comply with all Federal,
 State and local laws applicable to the work
 performed hereunder. The Contractor shall be
 responsible for taking such disciplinary action
 with respect to its employees as may be necessary.

d. CONTRACTOR RESPONSIBILITIES AND TASKS

- directly from consumers who report unsafe products, product-related deaths or injuries and prepare incident reports based on information received from these callers. The Contractor staff shall also receive calls from consumers and provide needed assistance to obtain recall, product safety, referral, and related information. Contract staff shall log and return Hotline calls from consumers who leave messages after hours on CPSC's voicemail system. Calls shall be returned to consumers who leave voicemail messages no later than the next business day.
- administer CPSC's 24-hour automated answering system, open, review, route or respond to email, and convert documents from one format to another, as directed, for posting on CPSC's web site. CPSC automated call answering system provides recorded information to callers about product recalls, information on what to look for when buying a

consumer product, using consumer products safely, how to order various agency publications, and how to access CPSC information through CPSC's Internet and fax-on-demand services. CPSC will provide the information and training necessary to perform these tasks.

- staff member who shall work in the CPSC
 Information Center during normal hours of
 operation. The Contractor shall assure that the
 Information Center is staffed during lunch and
 other breaks. The Contractor employee staffing
 the Information Center shall greet and provide
 assistance to visitors, serve as a receptionist,
 and assure that prescribed publications and
 documents are stocked and available in the
 Information Center. The Information Center
 contract staff shall perform the same duties as
 other Information Coordinators working on the
 Hotline in addition to Information Center tasks.
- (4) The Contractor's on-site Supervisor shall be responsible for monitoring staff performance during all Hotline working hours, and shall be responsible for overall production and quality of work.
- (5) The on-site Contract staff members' primary functions shall be to interview consumers over the telephone and, from information received from the callers, prepare consumer product incident reports (also called "complaints"), as well as to provide information and referrals in response to caller inquiries. The Contractor shall process complaints and forward them electronically to prescribed CPSC program offices within four working hours of receipt. Reports involving deaths received by staff shall be reviewed by the on-site Contract Supervisor and processed immediately. Reports received and/or processed by staff working at home (see Section C.3.g.) after normal work hours, shall be reviewed and processed on-site within four hours of the start of the next

business day. The Contractor shall maintain a hard copy of reports on-site in CPSC Hotline files for six months.

- The Contractor shall prepare incident reports on a government-furnished computer. Reports shall be complete, concise and clearly written using correct grammar, spelling and punctuation, and shall contain facts and technical information needed by the CPSC Compliance Division and other program offices. CPSC will provide guidance on information needed by the Compliance Division and other program offices as necessary to meet requirements of this contract.
- (7) The Contractor shall answer all incoming calls transferred to on-site staff within ten (10) seconds of the calls being transferred. If this is not possible because of high call volume, staff shortage or any other reason, the on-site "Supervisor shall, within thirty (30) minutes, so advise the CPSC Project Officer.
- (8) The Contractor shall update the Hotline Standard Operating Procedure/Training Manuals as procedures change. The Contractor shall maintain and update these manuals in a computer folder available to all on-site Hotline Contract staff, the Project Officer and Alternate Project Officers. One complete set of updated hard copy manuals shall be maintained in the Hotline area. When requested by the CPSC Project Officer, public information shall be made available to other CPSC staff by the contractor staff.
- (9) The CPSC Project Officer will provide to the on-site Supervisor, information regarding new hazards and additional questions to be asked of callers making incident reports on selected products, and in response to inquiries about products. The On-site Supervisor shall be responsible for briefing the rest of the Hotline staff.

- that the on-site Supervisor and Hotline staff attend various meetings and events at the Commission Headquarters dealing with Commission interests thereby enabling the Contractor staff to learn about emerging hazards and issues and provide accurate Commission public information to consumers.
- (11) The on-site Contractor Supervisor shall, as necessary, advise the CPSC Project Officer of any procedural problems and provide suggested changes/modifications.
- (12) In the event of answering equipment failure, the on-site Supervisor shall notify the CPSC Project Officer within five (5) minutes after the on-site Contract Supervisor has determined that it is beyond the Hotline Contractor's ability to maintain (see Section C.3.d.(18) Hotline equipment in proper working order. When requested by the CPSC Project Officer, the Supervisor shall thereafter notify the answering equipment repair Contractor of the equipment breakdown. site Contractor shall maintain a written log on all equipment, recording the length of downtime, time and date service was requested and received, and equipment problems. Any Commission expenditure for necessary repairs must be approved by the CPSC Project Officer and indicated in the equipment log with the CPSC Project Officer initialing the entry.
- (13) The Contractor's organization name shall not be identified on any Commission correspondence or communication made in performance of the contract.
- (14) The Contractor shall be responsible for limiting the use of Government telephones, equipment, and other furnished Government materials by its employees to official Government business.

- (15) When receiving reports of defective products or injury information from callers, certain necessary information required may not have been obtained from the caller because the need for such information was not known by the Contractor. When requested by the CPSC Project Officer, the Contractor shall place follow-up calls to consumers to obtain the additional information. If contact cannot be made, the Contractor shall inform the CPSC Project Officer.
- the on-site Contractor Hotline staff may be required by the CPSC Project Officer to make calls to consumers or firms to obtain information deemed necessary by the CPSC program staff to further evaluate a potential hazard. When such calls are requested, the CPSC Project Officer will provide the on-site Supervisor with written guidance including specific questions that the Commission needs answered.
- reference systems used to respond to inquiries.
 The Government will provide Hotline statements, alerts, recall notices, corrective action notices, safety checklists, various forms, and other public information. The Contractor shall update the reference system on receipt of these documents.
 The Government will provide training on updating and maintaining reference systems(s).
- (18) Based on information provided in news releases, alerts, notices and publications, the Contractor shall review at least weekly, menus and information provided by the answering equipment and suggest script and menu changes or deletions to the CPSC Project Officer. Upon approval by the Project Officer, the Contractor shall make the changes.
- (19) The Contractor shall be responsible for routine upkeep and maintenance of Government-furnished equipment (loading paper, removing paper jams, conducting regular backups, inspecting

equipment for problems and error messages, etc.), assuring adequate operating supplies furnished by the government for equipment are on hand, and reporting non-routine equipment problems to the CPSC Project Officer promptly so that the equipment and systems operate at maximum performance levels. CPSC will provide training to perform these tasks.

(20) The Contractor shall administer and update the agency's Fax-on-Demand System.

e. WORKING HOURS AND OVERTIME

(1) Core Hotline operating hours are 8:30 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday, excluding Holidays. The Contractor shall ensure that the Hotline is staffed during these hours and that the system is operating by 8:30AM. To accomplish this, the Contractor shall have staggered starting times for its staff. At least three Contractor staff members shall report daily for duty no later than 8:15 a.m. to assure that Hotline systems are working properly at the start of the work day. The balance of Contractor staff are to begin work no later than 8:45AM with a portion to begin work by 8:30AM. The Contractor may propose work schedules other than those stated above based on need to perform the work required by this contract. Proposed work schedule changes shall be presented in writing for review and approval by the Project Officer.

Tour of duty hours: 8:15am - 4:45pm

8:30am - 5:00pm

8:45am - 5:15pm

(2) No contract staff member shall work more than forty (40) hours in one week unless authorized in writing by the CPSC Project Officer in advance. The Contractor will be paid at the overtime rate for contract staff members who work more than forty (40) hours in any one week.

(3) The Contractor shall provide adequate personnel coverage each CPSC workday, except for the following Federal holidays, plus any other days so designated as Federal Holidays:

New Years' Day

Martin Luther King's Birthday

Inauguration Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

- (4) The Commission will pay only for hours worked. If CPSC is closed due to inclement weather, or for health or safety reasons, the Contractor shall not be paid. If the agency is closed during the workday for these reasons, the Contractor shall only be paid for those hours worked before the agency is closed down, unless the Contractor is authorized to work at home during these periods. (See Work At Home Procedures, Section C.3.f.).
- (5) The Contractor shall maintain time and attendance records indicating time of arrival and departure and regular and overtime schedules of its employees. In addition, Contractor employees shall record the total number of hours worked daily in a log that will be located in Room 417 of CPSC Headquarters. This log shall be updated daily and shall directly correspond to the hours recorded on the time sheets, sign-in/out record and invoices submitted for payment. (See Sections G.2. and G.3.)
- (6) The Contractor shall be required to work overtime when notified in writing by the CPSC Project Officer. The Contractor will be given a minimum of two (2) hours advance notice.

f. WORK AT HOME PROCEDURES

(1) Normally, the contract staff shall work at the CPSC site, but under unusual circumstances, the

CPSC Project Officer may determine that it is in the best interest of the Government for the contract staff to work at home. In such cases, the following procedures shall be followed:

- -(a) Authorization to work at home shall be provided in writing (see Section G.7.) by the CPSC Project Officer prior to the work at home beginning. The Contract Supervisor will receive a detailed description of authorized work to be completed and the amount of time authorized by the Government to complete the work. The Contract Supervisor shall advise the CPSC Project Officer if the estimated time to accomplish the requested tasks is not appropriate.
 - (b) In the event that written authorization in advance is not possible, verbal authorization will be given by the CPSC Project Officer and followed up with written authorization.
 - (c) Each contract staff member working at home shall be required to maintain a detailed work-at-home log of what work was done, the dates and exact time spent on each item worked and the total amount of time worked at home.
 - (d) Each staff member shall be required to sign the work-at-home log certifying that the information was true and accurate with the Hotline Supervisor's signature indicating concurrence.
 - (e) Copies of the pages showing the recorded information from the work-athome log shall be submitted to the CPSC Project Officer after each work-at-home day occurrence.
 - (f) If the work is performed during normal business hours, the contract employees shall be paid at the same rate as

if they were working on-site in the CPSC office area.

- (g) Overtime shall be paid by the Government only when it is approved in advance in writing by the CPSC-Project Officer, under the terms of the contract.
- (h) In the event of a Federal Government shutdown, the CPSC Project Officer cannot authorize any off-site work to be done without first receiving prior written approval from the Office of the Executive Director.
- (2) The Government will provide telephone calling cards to the Contractor for placing long distance calls needed to perform authorized work at home, and the Contractor shall provide the computers when needed to perform this work. However, if available, the Government may provide laptop computers to contract employees to perform authorized work at home. In such instances, standard procedures for removing and returning Government property from the CPSC will be followed. The Government will provide information to the Contractor about these procedures. (See Section H.3.a.(2))

g. PUTTING CUSTOMERS FIRST

- (1) The Contractor shall adopt and meet the standards set forth below and in CPSC's Hotline Customer Service Plan (see National Performance Review Report previously provided). These standards provide that callers to the Hotline can expect:
 - (a) To be given easy-to-follow instructions on how to use the hotline;
 - (b) To hear the most up-to-date and easy-to-understand recorded information on product safety recalls and consumer products, 7 days a weeks, 24 hours a day;

- (c) To be given courteous service;
- (d) To have a complaint of an unsafe product or product-related injury taken accurately and a copy of the report sent to the caller to confirm the information recorded by the Hotline staff; and
- (e) To have a message left at night, weekends or holidays returned the next business day, or, if a return call is not wanted, to receive a letter confirming receipt of a product complaint message.

C.4. QUALITY ASSURANCE PLAN (QAP)

- a. The Contractor shall comply with the Quality Assurance Plan (QAP) provided with the offeror's proposal and incorporated by reference into this contract. (See Section L.4.). In the event the Contractor determines that it will be unable to meet performance requirements or deadlines called for in the contract, the Contractor must notify the CPSC Project Officer in advance and provide written justification for not meeting established performance requirements and schedules. The Contractor shall be required to take whatever steps are necessary including replacing Hotline staff with highly qualified personnel or working after normal hours to meet established deadlines at no additional cost to the government.
- b. If the CPSC Project Officer requires additional performance requirements not specifically called for in the contract, the CPSC Contracting Officer will be notified. The Contractor shall not begin any work on new performance requirements until the CPSC Contracting Officer has signed a modification to the contract.

C.5. INCENTIVE FEE PLAN

The Incentive Fee Plan (Attachment J.5.) will be used unilaterally by the government for the periodic evaluation of, and fee determination for, this performance-based service contract. See Section B.3. for the incentive fee available.

C.6. REPORTING REQUIREMENTS

- a. The Contractor shall keep accurate records of contract activities and services and submit regular weekly and annual reports on the total number of calls handled by the automated system, calls handled by the Contractor, incident reports processed, the frequency of calls received on Hotline information topics, requests received from callers, and on email messages processed. Reports covering other time periods and contractor activities may be requested by the CPSC Project Officer when needed.
- b. The Contractor shall, when requested by the CPSC Project Officer, prepare custom reports using log files and available Hotline call frequency data and prior reports. These reports shall be provided to the CPSC Project Officer as requested.
- c. Reports generated by the Contractor shall be maintained as computer files and will be provided in available electronic formats. The CPSC Project Officer may request hard copies of reports in quantities needed to meet CPSC requirements. Regular reports shall contain the following information:
 - (1) Total number of calls handled by the automated system.
 - (2) Number of calls handled by the Contractor.
 - (3) Number of incident reports processed.
 - (4) The frequency of calls received on Hotline information topics.
 - (5) The number of publication requests received from callers.

SECTION E - Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE

- a. The Contractor shall submit proposed employee job performance and qualification standards to the CPSC Project Officer within 10 working days of contract award. The CPSC Project Officer will either approve or disapprove within ten (10) working days after date of receipt.
- b. Acceptance/rejection of reports, reporting requirements and consumer complaints will be based on conformance with C.3., STATEMENT OF WORK. Any corrections or adjustments necessitated by the Contractor's failure to comply with the specifications shall be made at no additional expense to the Government.
- c. Acceptance/rejection of reports will be transmitted to the Contractor by the CPSC Project Officer, in writing, within ten (10) working days after inspection of deliverables.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be October 1, 2001 through September 30, 2002, unless the Government exercises its right to extend the term of the contract pursuant to Section I.9., OPTION TO EXTEND THE TERM OF THE CONTRACT.

F.2. DELIVERY OR PERFORMANCE

The following items shall be performed and delivered to the CPSC Project Officer in accordance with the following schedule:

DELIVERY OR ITEM QUANTITY PERFORMANCE

(1) Weekly, quarterly, 1 original Weekly:

	and Annual Reports (See C.6)	and 2 copies	Each Thursday Quarterly: Second workday of the new quarter
			Annual: Second workday of the new year
(2)	Custom Reports (See C.6)	1 original	As requested by the CPSC Project Officer
(3)	Update of Operating Training Manuals	<pre>1 computer directory update and 1 hard copy set update</pre>	When requested by the CPSC Project Officer.
(4)	Prepare and update Telephone Answering Scripts (see C.3.d.(18))	1 set	When requested by the CPSC Project Officer.
(5)	Update, maintain and organize Hotline standard operating procedures (SOPs) for the Hotline, Internet and Fax-on-Demand Systems. (see C.3.d.(8))	l set	When requested by the CPSC Project Officer
(6)	Work-at-Home Log (see C.3.g.(c), (d) and (e))	1 each	After each day that work at home occurs

F.3. PLACE OF DELIVERY OR PERFORMANCE

- a. Items specified in F.2. above, DELIVERY OR PERFORMANCE, shall be hand delivered to:
 - U.S. Consumer Product Safety Commission Office of Information Services, Room 417-D

4330 East West Highway Bethesda, Maryland 20814 ATTN: Donna Warfield, Project Officer

F.4. STOP WORK ORDER

This contract incorporates the following clause by reference, with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available or the Contractor may access the full text electronically at: http://www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE: 52.242-15, Stop-Work Order (August 1989)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. CONSIDERATION

a. Basic Contract Period (10/1/01 through 9/30/02)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.11.

b. Option Period I (10/1/02 - 9/30/03)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.11.

c. Option Period II (10/1/03 - 9/30/04)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.11.

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d. Option Period III (10/1/04 - 9/30/05)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.11.

e. Option Period IV (10/1/05 - 9/30/06)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.11.

G.2. PAYMENT

- a. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

c. PARTIAL PAYMENTS

The Contractor shall submit vouchers for partial payment as follows:

(1) All monthly invoices submitted by the Contractor must be complete and accurate. Invoices must include a one-page calendar for each employee with days of the week and the date providing an accurate accounting of the number of hours being

billed to the government for each day. These hours shall be broken down to indicate the location where work was performed (i.e., CPSC site, work at home site). In addition, each day's record shall include the time the employee began work and the time the employee ended the work day. Any overtime work shall be indicated as "OT". This accounting shall not include leave or any hours not being billed to the government.

- (2) Final Payment will be made only after delivery and acceptance of all services and items required by this contract.
- (3) Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in G.3., BILLING INSTRUCTIONS, except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified.

G.3. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on Standard Form 1034, Public Voucher for Purchases and Services Other than Personal and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:
 - (1) The name of the business concern.
 - (2) The voucher/invoice number and date.
 - (3) The contract number, and any other authorization

for delivery.

- (4) Accounting and appropriation data.
- (5) Description, price and quantity of goods or services actually delivered.
- (6) Labor hours billed by labor category (if applicable).
- (7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
- (8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
- (9) Shipping cost terms (if applicable).
- (10) Payment terms.
- (11) Other substantiating documentation or information as specified in the contract or purchase order.
- (12) Name, where practical, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (13) Calendar as described in Section G.2.c.
- (14) Taxpayer identification number.
- c. Invoices not submitted in accordance with the abovestated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer Division of Financial Services, Room 522 Consumer Product Safety Commission Washington, D.C. 20207-0001 (Phone: 301-504-0018)

e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

Ms. Deborah Hodge, Prompt Payment Contact Division of Financial Services, Room 522 Consumer Product Safety Commission Washington, D.C. 20207-0001 (Phone: 301-504-0018) f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

G.4. METHOD OF PAYMENT

- a. Effective July 26, 1996, all vendors receiving federal payments under new purchase orders, delivery orders, and contracts or new modifications to existing purchase orders, delivery orders, and contracts will be paid by electronic funds transfer (through the Automated Clearing House (ACH)). After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Agency Payment Officer designated in G.3.d.
- b. The Contractor shall provide the following information:
 - (1) Routing transit number of the financial institution receiving payment.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed. A copy of this form may be obtained by contacting the Accounting Officer on (301) 504-0018.
 - c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

- d. The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.5. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.6. PROJECT OFFICER DESIGNATION

Ms. Donna Warfield, of the Commission's Division of Communication Services, has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0000, ext. 2365.

- a. The Project Officer is responsible for:
 - (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance;
 - (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance;
 - (3) Technical direction as specified in Section G.7; and

- (4) Inspection and acceptance of all items required by the contract.
- b. The Project Officer is not authorized to and shall not:
 - (1) Make changes in the scope of work, contract schedules and/or specifications to meet changes and requirements;
 - (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
 - (3) Take any action that commits the Government or could lead to a claim against the Government.

G.7. TECHNICAL DIRECTION

- a. The performance of the work required under this contract shall be subject to the technical direction and surveillance of the person(s) specified in Section G.6. of the contract.
- b. As used herein, "technical direction" is direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual statement of work. The technical direction to be valid:
 - (1) Must be issued in writing consistent with the general scope of the work set forth in this contract, i.e., all portions of the statement of work which provide for services "if requested by the Project Officer";
 - (2) may not constitute new assignment of work, or change to the expressed terms, conditions or specifications incorporated into this contract;
 - (3) shall not constitute a basis for any increase in the contract price or extension to the contract delivery.

G.8. KEY PERSONNEL**

a. The following individuals have been identified as key personnel for performance under this contract:

NAME*	TITLE*
	-

b. The personnel specified in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided, that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause.

**Key Personel to be determined after award SECTION H - Special Contract Requirements

H.1. RIGHT OF FIRST REFUSAL OF EMPLOYMENT

In order for the CPSC Hotline operations to maintain a seamless transition between contractors to the maximum extent practicable, the successful offeror agrees to give the existing hotline employees the right of first refusal for employment openings under the contract in positions for which they are qualified.

H.2. OVERTIME

Except as authorized by Subpart 22.103-2 of the Federal Acquisition Regulation, the Contractor shall not perform overtime work under, or in connection with, this contract for which premium compensation is required to be paid by the Government, without advance specific approval from the CPSC Project Officer in accordance with Section G.7. Overtime will be approved by the CPSC Project Officer in accordance with Section G.7. only in instances where it is essential to the completion of the work required within the time frame specified. In no event shall overtime be authorized unless the Contractor employees have been . working on a CPSC contract during the regular (straight) time a full 40 hours on any given normal work week over and above for which overtime is requested. This is in accordance with Title 29, Part 778, Section 100 of the Code of Federal Regulations. On this contract all overtime must be approved in writing in advance by the CPSC Project Officer. CPSC will only pay for overtime which is actually paid to the Contractor employee.

H.3. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:
 - (1) All work stations, computer hardware and software, office supplies and equipment needed at the CPSC work site to operate the Hotline and related information services.
 - (2) Equipment, computers, software and office supplies may be provided by the Government if work at home is authorized by the Project Officer. Contract staff will need a telephone to

work at home, although calls will be placed over Government-provided toll-free lines or with Government-provided calling cards or credit cards.

(3) Following is a listing of equipment and systems used and maintained by the Hotline staff. Staff should be familiar with the use and routine upkeep requirements for this equipment. Functions performed by the Hotline staff for each item are described.

Telephone Answering/Call Direction Systems
(primary and backup systems) MICROLOG CORPORATION
- VCS-3500 ET and 3.4.0 software with AKCUS
MONOCHROME MONITORS, PANASONIC KX-P1150 MULTIMODE PRINTERS AND EMERSON UPS MODEMS

Use and maintain a call processing/message system with 24 incoming lines. Program and maintain and messages on the system. Edit, record and monitor messages. Print reports of statistical data. Backup and fragment system once/twice a month; trouble shoot to detect and/or report system errors and malfunctions.

Fax-On-Demand Systems (two) - FAXBACK Inc. VOICE RESPONSE AND FACSIMILE SYSTEM, VERSION 3

Update and edit news releases, publications, safety alerts and other safety information to be used for the Faxback system. Maintain a log that lists all information that can be retrieved via faxback system. Monitor system for errors and transmittal problems. Report system malfunctions.

Telecommunication Device for the Deaf (TDD) (one) - Panasonic, Panafax UF-300

Retrieve, prepare and send information to consumers requesting CPSC news releases, safety alerts and publications. Send and retrieve information to/from employer pertaining to the

hotline. Report malfunctions.

Printer - HEWLETT PACKARD LASER JET 4Si PRINTER (one)

Print and distribute information among hotline staff and the Commission. Maintain printer by ordering paper, ink cartridges and toner. Report malfunctions.

Copy Machine (one) - SAVIN CORPORATION, MODEL 9250

Copy information for hotline staff and the Commission. Maintain machine by ordering paper, dispersant and toner; report malfunctions.

Telephones (eight) - SRX VISIONPHONES

Answer 12 incoming lines from consumers calling CPSC's toll-free hotline telephone number, a participate in conference calls and operate donot-disturb, forward, transfer and call monitoring features, retrieve voicemail messages and update voicemail system. Report malfunctions.

Personal computers (eight) - GTSI DESK TOP 433DX/D w/CTX CMS-1461 MULTISCAN MONITORS

Write consumer product incident reports; maintain and update reference system which includes recall and safety information requested by the public and is used internally within the Commission. Create and perform other tasks that improve the work flow of the hotline. Prepare weekly and monthly call activity reports using software applications and communicate via electronic mail. Report hardware and software malfunctions.

b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract. c. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

H.4. DRUG-FREE WORKPLACE

a. Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

a. The Contractor, if other than an individual, shall--within 30 days after award (unless a longer

period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration -

- Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph(b)(1) of this clause that, as a condition of continued employment on this contract, the employee will --
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

- (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

H.5. INSURANCE

In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-05 of this contract entitled "Insurance-Work on a Government Installation, Jan 1997," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

- a. Workers' compensation and employer's liability.

 Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Insurance Clause. The Contractor shall present evidence of insurance coverage in compliance with (1) and (2) above within 15 calendar days of award.

H.6. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds \$100,000 in value, the Contractor shall comply with Provision No. 52.203-11 entitled "Certification of Disclosure Regarding Payments to Influence Certain Federal Transactions" previously certified by the Contractor in Section K of the solicitation, and with Clause No. 52.203-12 of this contract entitled "Limitation on Payments to Influence Certain Federal Transactions."
- b. The above provision and clause prohibit the use of Federally appropriated funds (including profit or